

LAW OFFICES OF
ROBERT G. SHEPHERD, JR.
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WASHINGTON, D.C. 20005
(202) 457-7944

ROBERT G. SHEPHERD, JR.
LOUIS E. GITOMER

FAX
(202) 721

RECORDATION NO. **7447-E** FILED 1425

OCT 22 1990 -2 22 PM
INTERSTATE COMMERCE COMMISSION

0-295A014

October 22, 1990

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

I have enclosed the original and one copy of the two documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document is an Instrument of Satisfaction and Release and Bill of Sale, a secondary document dated October 3, 1990. The primary document to which this is connected is recorded under Recordation No. 7447. We request that this satisfaction and release be recorded under Recordation No. 7447-E.

The names and addresses of the parties to the satisfaction and release are as follows:

Bankers Trust Company of California, N.A.
50 Fremont Street
10th Floor
San Francisco, CA 94105

United States Trust Company of New York
114 W. 47th Street
New York, NY 10036

The names and addresses of the parties to the bill of sale are as follows:

Bankers Trust Company of California
50 Fremont Street
10th Floor
San Francisco, CA 94105

Lamb Weston, Inc.
8701 West Gage Boulevard
Tri-Cities, WA 99302

Honorable Sidney L. Strickland
October 22, 1990
Page Two

A description of the equipment covered by the release and bill of sale follows:

The equipment covered by the release and bill of sale consists of: 43 60-foot 100-ton capacity insulated box cars with air bag load dividers and cushioned underframe with the following road numbers: WP 66501-66513, 66515, 66516, 66518, 66519, 66521-66528, 66530-66536, 66538-66541, 66543-66546, and 66548-66550, inclusive.

The second document is Amendment No. 1 to Lease of Railroad Equipment, a secondary document dated January 1, 1990. The primary document to which this is connected is recorded under Recordation No. 7447. We request that this amendment be recorded under Recordation No. 7447-E.

The names and addresses of the parties to the amendment are as follows:

Bankers Trust Company of California, N.A.
50 Fremont Street
10th Floor
San Francisco, CA 94105

Union Pacific Railroad Company, successor in interest
to the Western Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

The equipment covered by the amendment consists of: 83 2770-cubic foot, 100-ton, open top, hopper cars, with the following car numbers, WP 10086-10178, inclusive, and two heavy-duty flatcars with the following car numbers, WP 1601-1602, inclusive.

A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

A short summary of the documents to appear in the index follows:

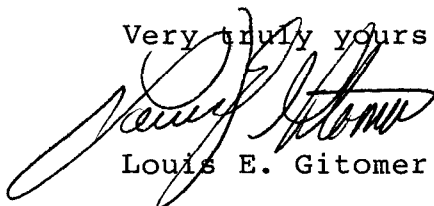
Instrument of Satisfaction and Release of all rights and obligations dated as of October 3, 1990, between Bankers Trust Company of California, N.A., 50 Fremont Street, 10th Floor, San

Honorable Sidney L. Strickland
October 22, 1990
Page Three

Francisco, CA 94105 and United States Trust Company of New York, 114 W. 47th Street, New York, NY 10036, and a Bill of Sale from Bankers Trust Company of California, N.A. to Lamb Weston, Inc., 8701 West Gage Boulevard, Tri-Cities, WA 99302, both covering 43 60-foot 100-ton capacity insulated box cars with air bag load dividers and cushioned underframe with the following road numbers: WP 66501-66513, 66515, 66516, 66518, 66519, 66521-66528, 66530-66536, 66538-66541, 66543-66546, and 66548-66550, inclusive.

Amendment No. 1 to Lease of Railroad Equipment between Bankers Trust Company of California, N.A., 50 Fremont Street, 10th Floor San Francisco, CA 94105 and Union Pacific Railroad Company, 1416 Dodge Street, Omaha, NE 68179 dated January 1, 1990 and covering: 83 2770-cubic foot, 100-ton, open top, hopper cars, with the following car numbers, WP 10086-10178, inclusive, and two heavy-duty flatcars with the following car numbers, WP 1601-1602, inclusive.

Very truly yours,



Louis E. Gitomer

LEG/bdr

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

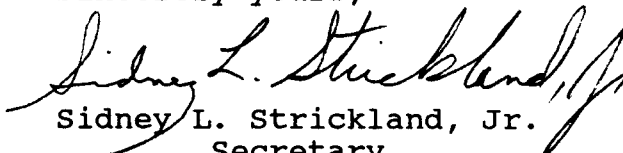
10/22/90

Louis E. Gitomer
Robert G. Shepherd, Jr.
Suite 1200
1133 15th Street, N. W.
Washington, D. C. 20005

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/22/90 at 2:30PM , and assigned recordation number(s). 7447-E.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE (the "Instrument"), dated as of October 3, 1990, between Bankers Trust Company of California, N.A., a national banking association ("BTC") (successor to Wells Fargo Bank, National Association ("WFB")), not individually but solely as Trustee under a Trust Agreement, dated as of January 15, 1974, for the benefit of Commerce Bank of Kansas City, N.A., Norwest Bank Minnesota, N.A. (formerly known as Midland National Bank of Minneapolis), Key Bank of Oregon (successor to Citizens Valley Bank), Wells Fargo Bank, National Association (formerly known as Crocker National Bank), and GATX Third Aircraft Corporation (successor to GATX Aircraft Corporation), and United States Trust Company of New York ("U.S. Trust").

RECORDATION NO. 7442 FEB 1991

OCT 22 1990 - 2 00 PM

WITNESSETH

INTERSTATE COMMERCE COMMISSION

WHEREAS, by a Conditional Sale Agreement, dated as of February 1, 1974 (the "CSA"), among PACCAR, Inc. (the "Builder"), WFB and The Western Pacific Railroad Company ("Western Pacific"), the Builder agreed to sell to WFB its interest in the railroad equipment described therein (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of February 1, 1974 (the "CSA Assignment"), between the Builder, as assignor, and U.S. Trust, as assignee, the Builder agreed to assign, transfer and set over to U.S. Trust all its rights, security, title, and interest in and to each unit of the Equipment;

WHEREAS, by an Amendment Agreement (the "CSA Amendment"), dated as of June 15, 1974, among Western Pacific, the Builder, WFB and U.S. Trust, the CSA was amended to modify the delivery date for the Equipment.

WHEREAS, by an Assignment and Assumption Agreement, (the "CSA Assumption"), dated April 4, 1979, between Western Pacific and the Western Pacific Railroad Company, a Delaware corporation ("WP Delaware"), Western Pacific sold, assigned and transferred its interest in the CSA, the CSA Assignment and the CSA Amendment to its successor, WP Delaware.

WHEREAS, by an agreement to Assign and Transfer Interest in Conditional Sale Agreement (the "CSA Transfer Agreement"), dated August 17, 1987, between WFB and BTC, WFB transferred all of its interest in the CSA, the CSA Assignment and the CSA Amendment to BTC.

WHEREAS, by a Lease of Railroad Equipment, dated as of February 1, 1974 (the "Lease") between WFB, as lessor, and Western Pacific, as lessee, WFB leased the Equipment to Western Pacific subject to the rights of U.S. Trust under the CSA Assignment;

WHEREAS, by an Assignment of Lease and Agreement (the "Lease Assignment"), dated as of February 1, 1974, between WFB, as assignor, and U.S. Trust, as assignee, WFB agreed to assign, transfer and set over to U.S. Trust all of WFB's rights and interest in and to the Lease;

WHEREAS, by an Amendment Agreement (the "Lease Amendment No. 1"), dated as of June 15, 1974, among Western Pacific, WFB, and U.S. Trust, the Lease was amended to modify the delivery date of the Equipment.

WHEREAS, by an Amendment Agreement (the "Lease Amendment No. 2"), dated as of October 15, 1974, among Western Pacific, WFB and U.S. Trust, the Lease was amended to exclude certain items of Equipment.

WHEREAS, by an Assignment and Assumption Agreement (the "Lease Assumption"), dated April 4, 1979, between Western Pacific and WP Delaware, Western Pacific transferred all of its interest in the Lease, the Lease Assignment, the Lease Amendment No. 1 and the Lease Amendment No. 2 to its successor, WP Delaware.

WHEREAS, by an Agreement to Assign and Transfer Interest in Lease of Railroad Equipment and in Assignment of Lease and Agreement (the "Lease Transfer Agreement"), dated August 17, 1987, between WFB and BTC, WFB transferred to BTC all of its interest in the Lease, the Lease Assignment, the Lease Amendment No. 1 and the Lease Amendment No. 2. (The CSA, the CSA Assignment, the CSA Amendment, the CSA Assumption, the CSA Transfer Agreement, the Lease, the Lease Assignment, the Lease Amendment No. 1, the Lease Amendment No. 2, the Lease Assumption and the Lease Transfer Agreement are referred to herein collectively as the "ICC Documents".)

WHEREAS, the CSA and the CSA Assignment were each filed and recorded with the Interstate Commerce Commission on March 26, 1974, and assigned Recordation No. 7446;

WHEREAS, the CSA Amendment was filed and recorded with the Interstate Commerce Commission on July 1, 1974 and assigned Recordation No. 7446-A;

WHEREAS, the CSA Assumption Agreement was filed and recorded with the Interstate Commerce Commission on July 23, 1979 and assigned Recordation No. 7446-B;

WHEREAS, the CSA Transfer Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1987 and assigned Recordation No. 7446-C;

WHEREAS, the Lease and the Lease Assignment were each filed and recorded with the Interstate Commerce Commission on March 26, 1974, and assigned Recordation No. 7447;

WHEREAS, the Lease Amendment No. 1 was filed and recorded with the Interstate Commerce Commission on July 1, 1974 and assigned Recordation No. 7447-A;

WHEREAS, the Lease Amendment No. 2 was filed and recorded with the Interstate Commerce Commission on November 13, 1974 and assigned Recordation No. 7447-B;

WHEREAS, the Lease Assumption Agreement was filed and recorded with the Interstate Commerce Commission on July 23, 1979 and assigned Recordation No. 7447-C;

WHEREAS, the Lease Transfer Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1987 and assigned Recordation No. 7447-D;

WHEREAS, Lamb-Weston, Inc., a Delaware corporation ("Lamb-Weston") wishes to acquire certain of the Equipment presently covered by the ICC Documents and has entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 1, 1990, with BTC to acquire such Equipment; and,

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the under the ICC Documents with respect to the Equipment being transferred hereby and the sale and transfer of such Equipment to Lamb-Weston.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the ICC Documents with respect to the Equipment identified herein (the "Sale Equipment") U.S. Trust does hereby acknowledge and agree that all of the monetary obligations of BTC and Western Pacific under the ICC Documents have been fully discharged and satisfied and U.S. Trust does hereby release its security interest in all of the Equipment and the Lease and transfers to BTC all of its estate, right, title and interest in and to all of the Equipment and the Lease, free of all claims, rights, liens, security interests and other encumbrances created by U.S. Trust, or retained by U.S. Trust under, the ICC Documents.

BTC does hereby release its security interest in the Sale Equipment and transfers to Lamb-Weston all of its security, title and property in and to the Sale Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the ICC Documents.

BTC does hereby sell and transfer to Lamb-Weston, to have and to hold the same unto Lamb-Weston, its successors and assigns forever, all of its rights, title and interest in and to the Sale Equipment, which consists of the following units of Equipment:

<u>Type</u>	<u>Quantity</u>	<u>Road Numbers</u>
60' 100-ton capacity insulated box cars with air bag load dividers and cushioned underframe	43	WP66501 - 66513; WP66515 - 66516; WP66518 - 66519; WP66521 - 66528; WP66530 - 66536; WP66538 - 66541; WP66543 - 66546; WP66548 - 66550

BTC represents and warrants that the Sale Equipment is free and clear of liens and encumbrances. EXCEPT FOR THE FOREGOING REPRESENTATION AS TO TITLE, THE SALE OF THE SALE EQUIPMENT IS MADE "AS IS, WHERE IS," AND NEITHER SELLER NOR AGENT SHALL BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOW OR HEREAFTER, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF THE SALE EQUIPMENT.

BTC will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

\MLBNKRE3

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

U.S. TRUST COMPANY OF
NEW YORK

By: _____

Its: _____

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A.

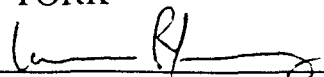
By: *Lauren J Bell*

Its: ASSISTANT VICE PRESIDENT

\MLBNKRE3

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

U. S. TRUST COMPANY OF
NEW YORK

By: 

Its: Assistant Vice President

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A.

By: _____

Its: _____

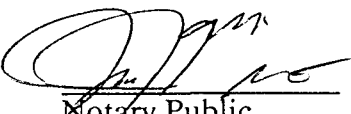
STATE OF _____ }
COUNTY OF _____ } ss:

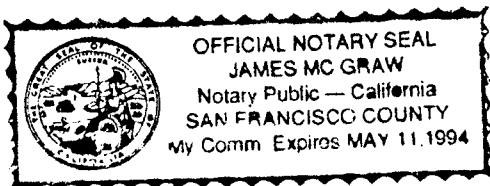
On this _____ day of September, 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he is an Authorized Officer of U.S. Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) _____
Notary Public
My Commission Expires: _____

STATE OF California }
COUNTY OF San Francisco } ss:

On this 28th day of September, 1990, before me personally appeared LAWRENCE J. BELL, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Bankers Trust Company of California, N.A., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) 
Notary Public
My Commission Expires: 5/11/94 *gr*



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STATE OF New York }
COUNTY OF New York } ss:

On this 21 day of September, 1990, before me personally appeared Louis P. Young, to me personally known, who, being by me duly sworn, did depose and say that he is an Authorized Officer of U.S. Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) Christine C. Collins CHRISTINE C. COLLINS
Notary Public NOTARY PUBLIC, State of New York
No. 03-4624735
Qualified in Bronx County
My Commission Expires: Commission Expires March 30, 1992

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of September, 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Bankers Trust Company of California, N.A., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) _____
Notary Public
My Commission Expires: _____

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

[Johnco Partnership]

This Amendment No. 1 to Lease of Railroad Equipment ("Amendment No. 1"), is dated as of January 1, 1990, by and between Bankers Trust Company of California, National Association (successor to Wells Fargo Bank, N.A.), not in its individual capacity but as owner trustee ("Trustee") under that certain Trust Agreement, dated as of January 15, 1974, with Commerce Bank of Kansas City, Norwest Leasing, Inc. (successor to Midland National Bank), Key Bank of Oregon (successor to Citizens Valley Bank), L. B. Credit Corporation (successor to Crocker National Bank), and GATX Third Aircraft Corporation, as the beneficiaries, and Union Pacific Railroad Company (successor to The Western Pacific Railroad Company) ("UP").

RECITALS

Trustee entered into a Lease of Railroad Equipment (the "Lease"), dated as of February 1, 1974, with UP, as lessee, which lease covered five caboose cars, two flat cars, 93 open top hopper cars, 122 70-ton boxcars and 50 100-ton boxcars. During the initial term of the Lease two caboose cars, ten covered hopper cars, twelve 70-ton boxcars and three 100-ton boxcars were casualtyed.

The initial term of the Lease expired in October 1989 and was subsequently extended by UP for an additional term up through the date of this amendment.

Trustee and UP now desire to amend the Lease to extend the term of the Lease with respect to the 83 open-top hopper railcars (the "Open Top Cars") and two flat cars (the "Flat Cars"), which are more specifically described on the attached Schedule A (collectively, the "Renewal Units").

NOW, THEREFORE, the parties hereto agree to amend the Lease as follows:

1. Renewal and Extension. The term of the Lease is hereby renewed and extended with respect to the Renewal Units, identified on Schedule A, for a period of three years from the date of this Amendment No. 1 (the "Renewal Period"). The remaining railcars subject to the Lease shall be returned by UP in accordance with the provisions set forth in Section 14 of the Lease.

2. Renewal Rents. Section 3 of the Lease is hereby amended to add the following:

"The Lessee agrees to pay to the Lessor, as rental for each of the Renewal Units, monthly rental payments, in arrears, equal to \$275 per Open Top Car per month and \$1,200 per Flat Car per month, with the first payment of rent due with respect to the Renewal Units on or before January 31, 1990, and subsequent rental payments due on the last day of each month thereafter during the Renewal Period and with the last rental payment due on or before December 31, 1992."

3. Casualties. Section 7 of the Lease is hereby amended to add the following:

"With respect to any Casualty Occurrence to a Renewal Unit which occurs during the Renewal Term, Casualty Value shall mean that amount which is determined in accordance with Rule 107 of the American Association of Railroads Interchange Rules."

4. Condition of Renewal Units. UP hereby represents and warrants to Trustee that as of the date hereof the Renewal Units are in good order and repair and are satisfactory to UP. UP further represents to Trustee that it has complied with the terms of the Lease concerning maintenance and repair.

5. Maintenance and Return of Renewal Units. Trustee and UP expressly agree and acknowledge that the provisions concerning the maintenance, storage, transportation and return of the Units under the Lease, including, without limitation, the provisions set forth in Sections 9 and 14, shall apply to the Renewal Units.

6. Subsequent Renewals and Purchase Option. The parties hereto hereby agree that UP shall be obligated to return the Renewal Units to Trustee upon expiration of the Renewal Period in accordance with the provisions set forth in Section 14 of the Lease. Unless otherwise agreed to in writing by Trustee, UP shall have no right to extend its lease of the Renewal Units and shall not have any purchase option with respect to the Renewal Units.

7. Express Amendment. Except as otherwise provided herein, the Lease shall continue in full force and effect.

8. Counterparts. This Amendment No. 1 may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date first above written.

BANKERS TRUST COMPANY OF CALIFORNIA,
not in its individual capacity but as owner
trustee ("Trustee") under that certain Trust
Agreement, dated as of January 15, 1974,
with Commerce Bank of Kansas City, Norwest
Leasing, Inc. (successor to Midland National
Bank), Key Bank of Oregon (successor to
Citizens Valley Bank), Wells Fargo Bank,
N.A. (successor to Crocker National Bank),
and GATX Third Aircraft Corporation, as the
beneficiaries, and Union Pacific Railroad
Company (successor to The Western Pacific
Railroad Company) ("UP").

By: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY

By:  _____
Its: AVP-PURCHASING _____

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

4. Condition of Renewal Units. UP hereby represents and warrants to Trustee that as of the date hereof the Renewal Units are in good order and repair and are satisfactory to UP. UP further represents to Trustee that it has complied with the terms of the Lease concerning maintenance and repair.

5. Maintenance and Return of Renewal Units. Trustee and UP expressly agree and acknowledge that the provisions concerning the maintenance, storage, transportation and return of the Units under the Lease, including, without limitation, the provisions set forth in Sections 9 and 14, shall apply to the Renewal Units.

6. Subsequent Renewals and Purchase Option. The parties hereto hereby agree that UP shall be obligated to return the Renewal Units to Trustee upon expiration of the Renewal Period in accordance with the provisions set forth in Section 14 of the Lease. Unless otherwise agreed to in writing by Trustee, UP shall have no right to extend its lease of the Renewal Units and shall not have any purchase option with respect to the Renewal Units.

7. Express Amendment. Except as otherwise provided herein, the Lease shall continue in full force and effect.

8. Counterparts. This Amendment No. 1 may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date first above written.

BANKERS TRUST COMPANY OF CALIFORNIA,
NATIONAL ASSOCIATION,
not in its individual capacity but as owner
trustee ("Trustee") under that certain Trust
Agreement, dated as of January 15, 1974,
with Commerce Bank of Kansas City, Norwest
Leasing, Inc. (successor to Midland National
Bank), Key Bank of Oregon (successor to
Citizens Valley Bank), L. B. Credit
Corporation (successor to Crocker National
Bank), and GATX Third Aircraft Corporation,
as the beneficiaries, and Union Pacific
Railroad Company (successor to The Western
Pacific Railroad Company) ("UP").

By: Lawrence J. Bell
Its: ASSISTANT VICE PRESIDENT

UNION PACIFIC RAILROAD COMPANY

By: _____
Its: _____

SCHEDULE A
RENEWAL UNITS

For the purposes of this Amendment No. 1 to Lease Railroad Equipment, "Renewal Units" shall mean eighty-three (83), 2770-cubic foot capacity, 100-ton, open top, hopper cars, bearing road numbers within the WP10086 -WP10178 series and two heavy-duty flatcars, bearing road numbers WP1601 - WP1602, inclusive.

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss

On this ____ day of _____, 1990, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of Bankers Trust Company of California, National Association and acknowledged that ___he executed the same.

WITNESS my hand and official seal.

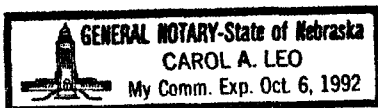
Notary Public

[seal]

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 5th day of Sept., 1990, before me, the undersigned, a notary public in and for said state, personally appeared D. H. Retting, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as AVP-Purchasing of Union Pacific Railroad Company and acknowledged that ___he executed the same.

WITNESS my hand and official seal.



Carol A. Leo

Notary Public

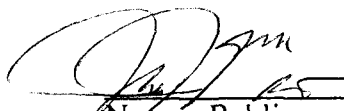
[seal]

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

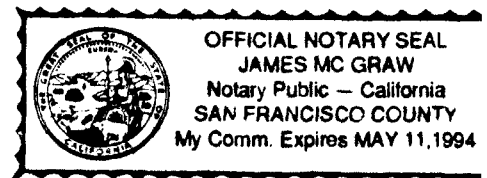
STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

On this 28th day of September, 1990, before me, the undersigned, a notary public in and for said state, personally appeared LAWRENCE J. BELL, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as ASSISTANT VICE PRESIDENT of Bankers Trust Company of California, National Association and acknowledged that he executed the same.

WITNESS my hand and official seal.



Notary Public



[seal]

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of Union Pacific Railroad Company and acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public

[seal]